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In the Supreme Court of the United States

OCTOBER TERM, 1944

No. —

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

FEDERAL MOTOR TRUCK COMPANY

No. —

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

JONES & LAUGHLIN STEEL CORPORATION

No. —

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

E. C. ATKINS AND COMPANY

PETITION FOR WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURTS OF APPEALS FOR THE SIXTH AND SEVENTH CIRCUITS

The Solicitor General, on behalf of the National Labor Relations Board, prays that writs of certiorari issue to review decrees of the United States Circuit Court of Appeals for the Sixth

Circuit entered on December 8, 1944 (*Federal*, R. 140; *Jones*, R. 111),[1] setting aside orders of the Board issued against Federal Motor Truck Company and Jones & Laughlin Steel Corporation, and a decree of the United States Circuit Court of Appeals for the Seventh Circuit entered on February 27, 1945 (*Atkins*, R. 267), setting aside an order of the Board issued against E. C. Atkins and Company.

OPINIONS BELOW

The Circuit Court of Appeals for the Sixth Circuit issued a single opinion in the *Federal Motor Truck* and *Jones & Laughlin* cases. The opinion is reported in 146 F. (2d) 718. The findings of fact, conclusions of law, and orders of the Board in these two cases (*Federal*, R. 117–121, 105–113; *Jones*, R. 99–101, 84–92) are reported in 54 N. L. R. B. 984, and 53 N. L. R. B. 1046, respectively. The decisions of the Board in prior representation proceedings which form part of the record in these cases (*Federal*, R. 22–27; *Jones*, R. 71–75) are reported in 50 N. L. R. B. 214, and 49 N. L. R. B. 390, respectively. The opinion of the Circuit Court of Appeals for the Seventh Circuit in the *Atkins* case (*Atkins*, R. 247–266) is reported in 147 F. (2d) 730. The findings of fact, conclusions of law, and order of the

[1] Record references relating to the three respondents herein will appear as follows: Federal Motor Truck Company (*Federal*, R. —); Jones & Laughlin Steel Corporation (*Jones*, R. —); E. C. Atkins and Company (*Atkins*, R. —).

Board (*Atkins*, R. 16–33) are reported in 56 N. L. R. B. 1056. The decision of the Board in a prior representation proceeding which forms part of the record in this case (*Atkins*, R. 33–37) is reported in 52 N. L. R. B. 1470.

JURISDICTION

The decrees of the Circuit Court of Appeals for the Sixth Circuit in the *Federal Motor Truck* and *Jones & Laughlin* cases were entered on December 8, 1944 (*Federal*, R. 140; *Jones*, R. 111). Petitions for rehearing filed by the Board were denied on February 6, 1945 (*Federal*, R. 141; *Jones*, R. 119–155). The decree of the Circuit Court of Appeals for the Seventh Circuit in the *Atkins* case was entered on February 27, 1945 (*Atkins*, R. 267). The jurisdiction of this Court is invoked under Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925, and Section 10 (e) of the National Labor Relations Act.

QUESTIONS PRESENTED

1. The question presented by the *Atkins* case is whether members of the plant protection force of a private employer who are also members of the Auxiliary Military Police of the Army of the United States are "employees" within the meaning of Section 2 (3) of the National Labor Relations Act.

2. The question presented by the *Federal Motor Truck* and *Jones & Laughlin* cases is whether the

Board, in the exercise of its administrative discretion, may properly require an employer in time of war to bargain collectively with a labor organization as the representative of the employer's plant protection employees when those employees are members of the Auxiliary Military Police of the Army of the United States, and when the labor organization which represents them also represents a separate bargaining unit composed of the employer's maintenance and production employees.

3. A third question which may possibly be presented by each of the three cases is whether the Board abused its administrative discretion in holding that, in time of war, plant protection employees who are members of the Auxiliary Military Police of the Army of the United States may exercise the collective bargaining rights guaranteed by the National Labor Relations Act.

STATUTE INVOLVED

The pertinent provisions of the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449, 29 U. S. C., Sec. 151, *et seq.*) are set forth in Appendix A, *infra*, pp. 30–33.

STATEMENT

The formal proceedings in each of the three cases followed an identical pattern. In each case a union filed a petition for investigation and certification of representatives under Section 9 (c) of the Act, alleging that a question had arisen

concerning the representation of plant protection employees (*Federal*, R. 14–15; *Jones*, R. 1–2; *Atkins*, R. 33–34). In each case the Board, after a hearing, issued a decision and direction of election finding that the plant protection employees were "employees" within the meaning of the Act, that they constituted an appropriate bargaining unit, and that they were entitled to the collective bargaining rights guaranteed by the Act, despite the fact that they were members of the Auxiliary Military Police (*Federal*, R. 22–27; *Jones*, R. 71–75; *Atkins*, R. 33–37). The petitioning union in each case was selected by a majority of the eligible employees in the election and was certified by the Board as the representative of the plant protection employees (*Federal*, R. 29–30; *Jones*, 47–48; *Atkins*, R. 26–27).

Thereafter, in proceedings under Section 10 (c) of the Act, the Board issued decisions finding that each of the respondents had refused to bargain collectively with the certified representative of its plant protection employees, thereby engaging in unfair labor practices within the meaning of Section 8 (5) and (1) of the Act (*Federal*, R. 117–118, 105–112; *Jones*, R. 99–100, 84–92; *Atkins*, R. 16–18, 21–31). The Board issued orders requiring each respondent to cease and desist from refusing to bargain with the named representative of its plant protection employees; from engaging in any like or related acts or conduct interfering with, restraining, or coercing the employees; upon

request to bargain collectively with such representative; and to post appropriate notices (*Federal*, R. 119–120; *Jones*, R. 100–101; *Atkins*, R. 19–20).

The evidence in support of the Board's findings in each of these cases that the plant protection employees herein, despite the fact that they were members of the Auxiliary Military Police, were "employees" within the meaning of the Act and entitled to exercise the bargaining rights guaranteed thereby may be summarized as follows:

The employer in each case is a manufacturer engaged in the production of war materials for the United States Government.[2] At the time the refusals to bargain occurred the plant-protection employees at each plant were members of the Auxiliary Military Police (*Federal*, R. 25; 133–134; *Jones*, R. 73; 9, 11; *Atkins*, R. 17, 35–36; 39, 41, 45–46, 51–52, 67), a guard force established by the War Department on July 2, 1942 (Appendix B, *infra*, pp. 34–37), pursuant to authorization by the President's Executive Order No. 8972, dated December 12, 1941 (6 Fed. Reg. 6420), as a security precaution for the protection of strategic premises

[2] The plants of Federal Motor Truck Company, a Michigan corporation, are located in Detroit, Michigan (*Federal*, R. 107, 117–118; 104–105). The Jones & Laughlin Steel Corporation is a Pennsylvania corporation. The only plants of the corporation here involved are the two plants located in Cleveland, Ohio, and known as the Otis Works (*Jones*, R. 85–86, 99; 59–61). The plants of E. C. Atkins and Company, an Indiana corporation, are located in Indianapolis, Indiana (*Atkins*, R. 25, 16–17; 65–67).

and materials important to the prosecution of the war. On March 17, 1943, the War Department issued regulations defining the purpose of the Auxiliary Military Police and the duties, obligations, and employment status of plant-protection employees who became members thereof (*Federal*, R. 75–96).[4] Under these regulations the stated purpose and basic duty of a militarized plant-protection force is "to provide internal and external protection of the plant against sabotage, espionage, and natural hazards [and] to serve with the Army in providing protection to the plant and its environs in emergency situations" (*Federal* R. 76). Within the scope of this broad assignment the specific functions of the militarized guards in the three instant cases, did not vary materially from plant to plant. The guards were required generally to guard the plant gates and identify employees entering or leaving the plant, quell disturbances in and around the plant, enforce plant safety rules, keep a lookout for fire hazards, and in short to police the plant premises with a view to preventing destruction of property and inter-

[4] The basic War Department regulations were introduced in evidence only in the *Federal Motor Truck* case (*Federal*, R. 53–54, 75–96). As the Circuit Court of Appeals for the Seventh Circuit correctly held in the *Atkins* case, however, the War Department regulations are public documents of which the Board and the courts may take judicial notice (*Atkins*, R. 253). Cf. *Standard Oil Co.* v. *Johnson*, 316 U. S. 481, 483–484.

ruptions of production (*Federal,* R. 25; 49, 56; *Jones,* R. 8, 11–12; *Atkins,* R. 41–42, 49, 51, 102–103, 124).

At the time the guards were made members of the Auxiliary Military Police they were required, in accordance with the War Department regulations (*Federal,* R. 82), to enter into a written agreement with, and give a pledge of loyalty to, the United States (*Federal,* R. 25; 44, 70–71; *Jones,* R. 73; 9–10; *Atkins,* R. 17; 43, 54–55, 104–105). The regulations also subjected the guards to certain of the Articles of War (*Federal,* R. 80), to military law (*Federal,* R. 91–93), and required them to undergo military training (*Federal,* R. 90–91). The plant guard forces in the instant cases received such military training (*Federal,* R. 25; 45, 48; *Jones,* R. 9; *Atkins,* R. 43–44, 49).

Subject to the proviso that a "member of the Auxiliary Military Police may not be employed or dismissed and may not resign if the plant guard officer or other responsible Army representative believes that the efficiency of the plant's guard force would be impaired and declines to give his approval thereto," the War Department regulations provide that "militarization of plant guard forces does not change the existing systems of hiring, compensation, and dismissal; all remain primarily a matter between the guards and the plant managements [and] guards in the employ of a private employer may, as heretofore, be dis-

missed by that employer * * *" (*Federal*, R. 84). In the instant cases the guards were hired through the companies' regular employment channels and were thereafter, upon approval by the military authorities, sworn into membership in the Auxiliary Military Police (*Federal*, R. 25; 44, 52–53; *Jones*, R. 73; 8–9, 11–13; *Atkins*, R. 17; 41–46, 50, 53, 108). The employer could discharge a guard from its employ subject to the same limited veto available to the military in the case of a company's hiring of a guard (*Federal*, R. 25; 49, 53; *Jones*, R. 73; 12, *Atkins*, R. 17–18; 42, 46–47, 116, 125, 128). Guards employed by a company prior to the militarization of the company's guard force were retained by the company, after militarization, and became members of the Auxiliary Military Police, upon approval by the military (*Federal*, R. 38, 40–41, 44, 46, 51, 133–134; *Jones*, R. 12–13).

The companies carried the guards upon their regular pay rolls, paid their wages, which were fixed by the companies (*Federal*, R. 25; 53; *Jones*, R. 73; 11–12, 18; *Atkins*, R. 17; 42, 49–51, 54),[4] and in accordance with the War Department regulations (*Federal*, R. 87, 89), furnished the guards with uniforms and arms (*Federal*, R. 25; 47, 56; *Jones*, R. 11; *Atkins*, R. 41). In the

[4] In the *Atkins* case the Company made appropriate payroll deductions from the guards' wages (*Atkins*, R. 51, 129), and fixed their rate of pay under the Fair Labor Standards Act (*Atkins*, R. 54).

Atkins case guards were promoted to supervisory positions on the guard force, at increased wages, upon recommendation made to the company by the chief guard, who is a civilian, without informing the military authorities (*Atkins*, R. 126). The regulations provide also that the guards are indistinguishable from other employees of a company insofar as they are affected by "employee benefits" such as "social security, workmen's compensation, and employer's liability" under insurance policies covering the company's employees generally (*Federal*, R. 85; *Jones*, R. 73; 18).

The War Department regulations provide, as to "labor relationships," that "Auxiliary Military Police are permitted to bargain collectively, but no such activity will be tolerated which will interfere with their obligations as members of the Auxiliary Military Police. * * * The Auxiliary Military Police should be represented in collective bargaining with the management by a bargaining unit other than that composed of the production and maintenance workers, although both bargaining units may be affiliated with the same labor organization" (*Federal*, R. 86–87). To clarify this provision of its regulations the War Department, on July 10, 1943, issued a memorandum interpreting "the same labor organization" to mean "the same trade union local" (Board's Petitions for Rehearing in *Federal Motor Truck* and *Jones & Laughlin* cases (*Jones*, R. 139–140).

The War Department regulations provide that "control" of militarized guards "will be exercised * * * through the plant management except at drill and except in emergency situations," and that "although the plant guard officers will be in command at all times, they will not supplant the civilian guard officers, and unless expediency demands otherwise will exercise their authority through the chain of command established by the plant management" (*Federal*, R. 83). In the *Federal Motor Truck* case the company's plant engineer had charge of the guards (*Federal*, R. 37) and determined their hours of work and work assignments (*Federal*, R. 25; 53). In the *Jones & Laughlin* and *Atkins* cases these matters were under the immediate supervision of a chief guard and his lieutenants, all of whom are civilian (*Jones*, R. 73; 11, 13–14; *Atkins*, R. 17–18; 47, 123, 125).

In the *Federal Motor Truck* and *Jones & Laughlin* cases the same union which represented and sought to bargain for the guards represented the employers' maintenance and production employees in separate and distinct bargaining units. In the *Federal Motor Truck* case the plant-protection employees were represented through a separate local (*Federal*, R. 14–15, 136–137). In the *Jones & Laughlin* case a separate local had not been established for the unit of plant-protection employees at the time of the hearing (*Jones*, R.

1–2, 66–68, 76–77).[5] In the *Atkins* case the plant-protection employees were represented by a different union than the other employees.[6]

Upon the basis of the War Department regulations, the evidence adduced, and in accordance with its established administrative policy with respect to militarized plant guards (*infra*, pp. 16–17, 21–23), the Board found that the militarized guards in each of the cases at bar were "employees" within the meaning of the Act and entitled to the collective-bargaining rights guaranteed thereby (*Federal*, R. 118, 24–26; *Jones*, R. 99, 73; *Atkins*, R. 17–18, 35–36). In the *Federal Motor Truck* and *Jones & Laughlin* cases the Board found, in accordance with its established policy, that there was nothing in the War Department regulations or in the duties or obligations of the militarized guards which made it inappropriate under the Act to permit them to bargain collectively through a union which also represented separate bargaining units of production and maintenance employees of the

[5] Since the close of the Board's hearing, however, as the Board pointed out to the court below in its petition for rehearing (*Jones*, R. 125), the Board has been informed by its Regional Director that the United Steelworkers have chartered a separate local for the protection employees in the *Jones & Laughlin* case.

[6] The guards in the *Atkins* case were represented by Plant Protection Lodge No. 1683, affiliated with International Association of Machinists, District 90 (A. F. of L.), while the Company's production and maintenance employees, with the exception of sawsmiths, were represented by the United Steelworkers of America (C. I. O.). The sawsmiths were represented by Sawsmith's Local Union No. 18,548 (A. F. of L.) (*Atkins*, R. 80, 128–132, 167–170).

same employer (*Federal*, R. 118, 24–26; *Jones*, R. 99, 73–74).

Petitions for enforcement of its orders filed by the Board in the courts below (*Federal*, R. 1–4; *Jones*, R. 104–107; *Atkins*, R. 1–4) were denied. The Circuit Court of Appeals for the Sixth Circuit held, in the *Federal Motor Truck* and *Jones & Laughlin* cases, that the militarized guards were "employees" within the meaning of the Act, but refused to enforce the Board's orders on the ground that it would be against public policy in time of war to require an employer to bargain with a union as the representative of his militarized plant protection employees when the union also represents a separate unit of other employees of the same employer (*Jones*, R. 111–117).[1] In

[1] The *Federal Motor Truck* case presented one question not reached by the court below. The Company contended that the union therein was estopped from representing the unit of guards because the union's contract with the Company on behalf of the separate unit of production employees, whom it represented through a separate local, provided that the union would not accept protection employees for membership. The Board rejected this contention on the ground that such a provision in a collective agreement is invalid in that it contravenes the statutory right of employees to freedom of choice in their selection of a bargaining representative (*Federal*, R. 23–24, 118, 120–121, 108–109). If certiorari is granted the Board desires to defend its determination of this question.

In both the *Federal Motor Truck* and *Jones & Laughlin* cases the court below (*Jones*, R. 113) upheld the Board's determination that the guards were not "supervisory" employees (*Federal*, R. 25–26; *Jones*, R. 99, 94–95). The Board does not intend to present that issue to the Court in these petitions. The question was not raised in the *Atkins* case.

the *Atkins* case the Circuit Court of Appeals for the Seventh Circuit, although expressing its agreement with the Sixth Circuit on the latter point (*Atkins*, R. 266), refused to enforce the Board's order primarily on the ground that the militarized guards were not "employees" within the meaning of the Act (*Atkins*, R. 264–265). A possible interpretation of each of the courts' decisions is that, even if militarized guards be considered employees within the meaning of the Act, it would be against public policy in time of war to permit them to exercise in any respect the collective bargaining rights guaranteed by the Act (*Jones*, R. 116–117; *Atkins*, R. 265–266).

SPECIFICATION OF ERRORS TO BE URGED

In the *Atkins* case the Circuit Court of Appeals for the Seventh Circuit erred:

1. In holding that the militarized guards are not employees within the meaning of the Act.

2. In holding that the Board's finding that the militarized guards are employees of E. C. Atkins and Company, within the meaning of the Act, is not supported by substantial evidence.

3. In holding that "it makes no difference whether they [the militarized guards] were paid by respondent or by the government."

4. In holding that the authority to hire and discharge a militarized guard was solely the prerogative of the military, and that respondent's au-

thority was limited to making recommendations for such action.

5. In holding that the War Department regulations leave "little room for the contention that respondent had the right but failed to exercise control" over the militarized guards and that "all authority and control was taken over by the Army and none was exercised by respondent."

6. In failing to give any weight to the Board's determination and settled policy that the guards, despite their militarization, are employees of respondent within the meaning of the Act and are entitled to exercise the collective bargaining rights guaranteed by the Act, and in substituting its own judgment for that of the Board with respect to the guards' employment status.

7. In setting aside and denying enforcement to the Board's order.

In the *Federal Motor Truck* and *Jones & Laughlin* cases the Circuit Court of Appeals for the Sixth Circuit erred:

1. In holding that it would not effectuate the policies of the Act but would be against the public interest to permit an employer's plant protection employees, who constitute an appropriate bargaining unit, and who are members of the Auxiliary Military Police, to bargain collectively with the employer, under the protection of the Act, through a union which also represents a

separate bargaining unit of other employees of the same employer.

2. In failing to give any weight to the Board's determination and settled administrative policy that the bargaining pattern described in the preceding paragraph effectuates the policies of the Act and in substituting its own judgment for that of the Board with respect to the propriety of such bargaining pattern.

3. In holding that the Board failed to give adequate consideration to the public interest in view of the war.

4. In setting aside and denying enforcement to the Board's orders.

REASONS FOR GRANTING THE WRITS

1. The decision of the Circuit Court of Appeals for the Seventh Circuit in the *Atkins* case holding that militarized guards are not "employees" within the meaning of the Act (*Atkins*, R. 264–265) conflicts with the holding of the Circuit Court of Appeals for the Sixth Circuit in the *Federal Motor Truck* and *Jones & Laughlin* cases that such persons are "employees * * * entitled to the protection of the Act" (*Jones*, R. 113).

The Board's findings in all three cases with respect to the employment status of the militarized guards are in conformity with the regulations of the War Department (*supra*, pp. 7–11). The provisions of these regulations have been integrated

into the Board's settled policy established in a large number of cases in which the Board has examined the employment status and determined the bargaining rights under the Act of plant guards who are members of the Auxiliary Military Police. Since the applicable War Department orders and regulations establish a common status for such guards wherever they are found (*supra*, pp. 6–11), the Board has recognized the "militarized plant guard" as an employee-category which does not vary materially from case to case.* The Board's decisions in earlier cases in this field, as well as its decisions and the supporting evidence in the three instant cases (*supra*, pp. 7–8, 9–10), demonstrate, moreover, that the actual relationship which exists between the employer and his militarized guards is essentially the same in every case.

In holding unsupported by substantial evidence the Board's findings that guards were respondent's employees, the court in the *Atkins* case not only overturned a Board decision which was amply supported but the War Department's own

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*A collection of more than 135 of the Board's decisions upholding the collective bargaining rights of plant guards as "employees" within the meaning of the Act, despite their militarization, appears in Appendix C (*infra*, pp. 38–41). See particularly *Matter of Chrysler Corporation*, 44 N. L. R. B. 881; *Matter of Budd Wheel Co.*, 52 N. L. R. B. 666; and *Matter of Dravo Corporation*, 52 N. L. R. B. 322. See also National Labor Relations Board, *Seventh Annual Report* (1943), p. 63; *Eighth Annual Report* (1944), p. 57.

opinion.[9] The War Department regulations make it clear that, while militarization of plant guards superimposes upon their normal peacetime duties and responsibilities certain additional obligations, their basic status as employees of a private employer is not altered thereby. Plainly when the War Department, which created the Auxiliary Military Police, provided expressly that the guards' compensation was to be determined between the guards and the management, that the guards were to remain subject to the usual social security, workmen's compensation and employer's liability provisions applicable to employees, and that they were to be "permitted to bargain collectively" (see pp. 8–10, *supra*), it manifested its understanding that they continued to be employees for purposes of labor relations and other labor legislation. This statement of the employees' rights by the agency which established their semi-military status in itself demonstrates that the Board's decision that the guards were employees for purposes of the National Labor Relations Act is not unreasonable. In making its own independent appraisal of the facts and coming to a contrary conclusion the decision below in the

[9] Militarized guards have been treated as private employees for purposes of the Fair Labor Standards Act (*Walling* v. *Lum*, 7 Wage Hour Reporter 570 (S. D. Miss.)) and the Social Security Act, and by the National War Labor Board (*In re Detroit Steel Products Co.*, 6 War Labor Rep. 495; *In re Brewster Aeronautical Corp.*, 11 War Labor Rep. 286; *In re Great American Industries*, 11 War Labor Rep. 287; *In re Youngstown Sheet & Tube Co.*, 15 War Labor Rep. 500).

Atkins case would appear to be inconsistent with the rule governing the scope of judicial review in such matters, as prescribed by this Court in *National Labor Relations Board* v. *Hearst Publications, Inc.*, 322 U. S. 111.

The evidence shows that the guards' duties, functions, obligations, and relationship with the management were not different in the *Atkins* case from those existing in the "typical" plant guard cases (*supra*, p. 17). The Seventh Circuit apparently was of the view that the fact that the chief guard, a company employee who exercised control over the other guards in the performance of their day to day duties (*supra*, p. 11), regularly received orders from the military authorities rather than from Company management (*Atkins*, R. 47, 117–120, 123) offset the other considerations weighed by the Board. But as this Court held in the *Hearst* case, *supra*, 322 U. S. at 128, "control of 'physical conduct in the performance of the service' * * * the traditional test of the 'employee relationship' at common law," is not the predominant test under the Act.[10] "Employee" is

[10] In any event under the War Department regulations (*supra*, p. 11) the degree of control retained by the employer over the militarized guards who protect his plant satisfies the "control" test insofar as it is applicable here. The *Hearst* case, *supra*; *National Labor Relations Board* v. *Carroll*, 120 F. 2d 457, 458 (C. C. A. 1). See also *New Orleans-Belize S. S. Co.* v. *United States*, 239 U. S. 202; *Standard Oil Co.* v. *Anderson*, 212 U. S. 215; *Carroll* v. *Social Security Board*, 128 F. 2d 876, 879 (C. C. A. 7); and *Restatement of the Law of Agency*, Ch. 7, Sec. 227 (b).

to be construed "with reference to the purpose of the Act and the facts involved in the economic relationship" (*Hearst* case, *supra*, at 129). Inasmuch as the wages, the most important term of employment, are still fixed entirely by private contract between the guards and the respondent, it is clear that from an economic point of view it is appropriate for the guards to engage in collective bargaining. For unless they can bargain collectively as to wages they must bargain individually, which means that in practical effect the employer would unilaterally determine the wages. The needs of the guards in respect to collective bargaining are thus obviously the same as those of employees generally.

2. In the *Federal Motor Truck* and *Jones & Laughlin* cases the Sixth Circuit exceeded the proper limits of its reviewing authority in substituting for the judgment of the Board its own judgment that it would be detrimental to the public interest in wartime to permit plant protection employees who at least otherwise constitute an appropriate bargaining unit, and who are members of the Auxiliary Military Police, to bargain collectively with their employer, under the protection of the Act, through a union which also represents a separate bargaining unit of other employees of the same employer. In the court's view such a bargaining pattern "might" result in a conflict of personal interests on the part of the

guards, which would be inimical to the public welfare (*Jones*, R. 116–117).

The Board in sanctioning the bargaining pattern in these two cases followed its established administrative practice, which accords completely with the expressed policy of the military authorities (*supra*, p. 10), who are charged with ultimate responsibility for the proper functioning of the militarized guards as a wartime protective force. The Board's policy, moreover, follows as a matter of course from the basic purpose and policy of the Act to prevent or reduce industrial strife "by encouraging the practice and procedure of collective bargaining" by workers through "representatives of their own choosing" (Section 1 of the Act, *infra*, p. 31). In applying the broad policies of the Act in cases involving militarized guards, the Board has declared that there is "no *necessary* conflict between self-organization for collective bargaining and the faithful performance of duty" (the *Chrysler* case, *supra*, 44 N. L. R. B. at 885–886). [Italics supplied.] To hold otherwise would, as the Board has observed, amount to an "implication that membership in a union tends to undermine the honesty of plant-protection employees or their competence to execute their duties satisfactorily" (the *Dravo* case, *supra*, 52 N. L. R. B. at 327). Accordingly, the Board has consistently held that it would not serve the purposes of the Act either to deny the statutory bargaining rights to militarized guards, or to restrict their choice of

bargaining representatives, upon the basis of nothing more substantial than the unsupported assertion that such limitations upon the application of the statute are necessary in the public interest. The *Chrysler, Dravo,* and *Budd Wheel* cases, *supra.*

At the same time, the Board has given the fullest consideration to the exigencies of the war emergency and to the effect of the guards' militarization upon their relationship to their employer and to the Government. It has noted that the "militarization of plant-protection employees, while no obstacle to unionization, is nevertheless significant" (the *Dravo* case, *supra,* 52 N. L. R. B. at 328). To accommodate the bargaining process to the situation presented by the militarization of plant guards the Board has, as a matter of policy, segregated such guards into bargaining units separate and distinct from bargaining units of other employees of the same employer,[11] "to the end that the guards may be better able to function within the military sphere, and to permit the military authorities to exercise greater control over the guards" (the *Dravo* case, 52 N. L. R. B. at 328). The Board believes that its unit policy with respect to militarized guards satisfies the security requirements of wartime, and that neither the

[11] See in particular the *Chrysler* case, 44 N. L. R. B. at 886–887; the *Dravo* case, 52 N. L. R. B. at 328; the *Budd Wheel* case, 52 N. L. R. B. at 670–672.

policies of the Act nor the public interest generally require any further restriction upon militarized guards in the exercise of the bargaining rights protected by the Act.[12] And, as we have shown, the military authorities in charge of such guards, who are in a better position than the courts to pass judgment on the national interest in such matters, have approved the Board's view.[13]

The Sixth Circuit, in refusing to enforce the Board's order in the *Federal Motor Truck* and *Jones & Laughlin* cases, relied on mere conjecture

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[12] The "remedy for inefficiency or wilful disregard or neglect of duty on the part of the plant-protection employees lies implicitly in the power of the Company to discipline or discharge them and in the power of the military authority to take all necessary steps to protect the public interest." The *Chrysler* case, 44 N. L. R. B., at 886. Cf. *Associated Press* v. *National Labor Relations Board*, 301 U. S. 103, 131–132.

Furthermore union contracts on behalf of militarized guards invariably contain a provision subjecting the contract to the War Department regulations affecting militarized guards and provide that the contract shall in no way interfere with the guards' performance of their duties as Auxiliary Military Police. Such a contract is in evidence in the *Atkins* case (*Atkins*, R. 69, 75–76). Excerpts from such contracts appear at *Jones*, R. 141–149.

[13] Experience, moreover, has demonstrated the reasonableness of the Board's policy. The Board has certified bargaining representatives for units of militarized guards in more than 105 cases. In more than 80 of these cases the certified union also represented a separate bargaining unit of other employees of the same employer. Despite this extensive application of the policy followed in the instant cases, however, the Board has received no indication from any source that the dangers to the public interest and particularly to the war effort allegedly inherent in that policy have in fact materialized in any case.

that the bargaining pattern approved by the Board would be detrimental to the public interest because it "might" result in a conflict of personal interests on the part of the guards with respect to their obligations to the Government, the employer, and the union (*Jones*, R. 116–117). We submit that such speculation on the part of the courts does not provide a proper basis for setting aside the determinations of the Board. Cf. the *Hearst* case, *supra*, 322 U. S. at 130–131, and cases there cited. Clearly, the war emergency alone affords no ground for the court's action. As the Board declared in the *Budd Wheel* case, *supra*, 52 N. L. R. B. at 670, "An efficient prosecution of the war effort demands the preservation of the right to collective bargaining, not its destruction." [14]

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[14] Cf. *National Labor Relations Board* v. *Condenser Corp.*, 128 F. 2d 67, 81 (C. C. A. 3), in which the court stated:

"The second consideration, namely, the serious nature of the production of everything that pertains to war industry is of obvious importance. But the argument of lawyers in a courtroom that the disestablishment of a present bargaining unit and the abrogation of a present contract will disturb that production or will not disturb it is necessarily pure speculation. The Board is charged with the responsibility of representing the public interest, not that of private litigants. This the courts have said over and over again. Neither we nor counsel may assume that the Board is not conscious of all the factors to be taken into consideration in the present emergency nor have we any reason to assume lack of competence on their part to arrange such adjustment as is necessary to preserve the public interest. The problem is peculiarly one for expert administration and that the statute has lodged in the Board, not the courts."

3. The questions raised by these cases are important because, if the decisions below stand, they overturn a Board policy which for a period of nearly three years has effected stable conditions in a large and difficult area of labor relations. These decisions reach further than the bargaining relationship between the employers and guards involved in the instant cases. At the present time militarized guard forces, consisting in the aggregate of between fifty and sixty thousand guards, are maintained at approximately three thousand plants throughout the country.[16] In over 135 decisions, the Board has upheld the rights of these guards to bargain collectively under the Act (see Appendix C, *infra*, pp. 38–41). To the extent that the decisions below indicate that employers are not required to deal with plant guards in the manner prescribed by the National Labor Relations Act, they will jeopardize the bargaining relationships which have resulted from the Board's present position. Confusion and uncertainty would also result if the decisions in the Sixth Circuit are regarded as permitting guards to organize only in unions not affiliated with organizations representing other employees of the same employer, inasmuch as that has not been heretofore required.

At the present time the Board has before it in various stages of litigation or investigation 30

[16] This represents a reduction from a peak of some 15,000 plants involving approximately 190,000 militarized guards.

cases the proper disposition of which depends upon the answers to the questions propounded in the instant cases.[16] We are informed also that the National War Labor Board likewise has before it a substantial number of such cases.[17] As we have shown (*supra*, p. 18) militarized guards such as these involved in the instant cases, are considered to be employees of private employers within the meaning of the Fair Labor Standards Act, and the Social Security Act, and by the National War Labor Board. The holding of the Seventh Circuit in the *Atkins* case would appear to cast doubt upon the validity of that view.

It is important to the proper administration of the Act that the Board know whether its established

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[16] These cases include 2 unfair labor practice cases in which the Board wishes to institute enforcement proceedings in the Sixth Circuit; 2 unfair labor practice cases in which hearings have been held and decisions by the Board are pending; 4 unfair labor practice cases in which hearings are pending; and 6 representation cases in which hearings have been held and decisions by the Board are pending. In addition there are on the dockets of 11 of the Board's regional offices 16 representation cases in which petitions for investigation and certification of representatives have been filed by labor organizations seeking to represent militarized plant protection employees.

[17] We have noted above (*supra*, p. 18, note 9) a number of decisions of the National War Labor Board passing upon the employee status of militarized plant guards. We are informed by the Washington offices of the National War Labor Board that, while no comprehensive statistics with respect to pending cases are available, a substantial number of such cases are pending before both the National Board and various Regional Boards.

policy in this field of labor relations is lawful. It is also important for all concerned to know whether, in the exercise of the Board's judgment and administrative discretion as to ways and means of effectuating the policies of the Act in wartime, its determinations are to be accepted by the courts when not unreasonable, or whether, as the courts below appear to hold, its decisions in this difficult field are to be subjected to *de novo* judicial review.

4. The Board has learned from the War Department that the plant protection employees at all of the plants involved in the three instant cases have been demilitarized since the refusals to bargain herein occurred, and are no longer members of the Auxiliary Military Police.[18] The Board believes that this change of conditions neither renders the cases moot nor reduces the necessity of a ruling by this Court upon the questions presented. Since the Board's order in each of the cases is a continuing direction to bargain collectively with the representative designated by the plant protection employees, not because of their militarization but despite it, their demilitarization does not make the orders moot. The demilitarization of the guards, in fact, merely deprives

[18] The guard forces at the plants here involved were demilitarized on the following dates: Federal Motor Truck, October 23, 1944; Jones & Laughlin, May 29, 1944; E. C. Atkins, at one plant on January 6, 1944, and at the other on March 7, 1944.

the employers of the future use of militarization as a defense for refusing to bargain. Moreover, the Board has been informed that each of the three companies is presently refusing to bargain with the guards, irrespective of their demilitarization. The Board's orders thus remain continuing orders which the Board is entitled to have enforced. *J. I. Case Co.* v. *National Labor Relations Board,* 321 U. S. 332, 334; *Federal Trade Commission* v. *Goodyear Co.,* 304 U. S. 257, 260; *National Labor Relations Board* v. *Pennsylvania Greyhound Lines,* 303 U. S. 261, 271. Nor does the demilitarization of the guards herein render moot the question of the effect of the militarization of the guards upon the employers' duty to bargain or upon the propriety of the Board's orders. For the Board's orders cannot stand unless the respondents had previously committed unfair labor practices. If, for any of the reasons given by the courts below, the employers were not bound by the Act to bargain with the representatives of their guards there have been no unfair labor practices and the Board's orders are invalid.

Despite the demilitarization of the guards at the three respondent companies, the questions presented by these cases still remain important to the administration of the Act. The Board is informed by the War Department that the major part of the reduction of the militarized guard forces which can be made prior to the termination of the war has been effected and that any

further demilitarization will be on a very gradual scale. As has been shown, approximately 3,000 plants still retain militarized guards. The decisions below will continue to have the effect of governing the labor relations of guards in these plants, despite the contrary policy of the Board and the War Department. To await a decision in a new case with respect to guards still militarized would indefinitely postpone the termination of a problem of present importance.

CONCLUSION

The questions raised by the decisions below are of substantial public importance. The decision of the Seventh Circuit on the question of "employee" status conflicts with that of the Sixth Circuit. It is respectfully submitted that this petition for writs of certiorari be granted.

HUGH B. COX,
Acting Solicitor General.

ALVIN J. ROCKWELL,
General Counsel,
National Labor Relations Board.

MAY 1945.

APPENDIX A

The pertinent provisions of the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U. S. C., Secs. 151, *et seq.*) are as follows:

FINDINGS AND POLICY

SECTION 1. The denial by employers of the right of employees to organize and the refusal by employers to accept the procedure of collective bargaining lead to strikes and other forms of industrial strife or unrest, which have the intent or the necessary effect of burdening or obstructing commerce * * *

The inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract, and employers who are organized in the corporate or other forms of ownership association substantially burdens and affects the flow of commerce, and tends to aggravate recurrent business depressions, by depressing wage rates and the purchasing power of wage earners in industry and by preventing the stabilization of competitive wage rates and working conditions within and between industries.

Experience has proved that protection by law of the right of employees to organize and bargain collectively safeguards commerce from injury, impairment, or interruption, and promotes the flow of commerce by removing certain recognized sources of industrial strife and unrest, by encouraging practices fundamental to the friendly adjustment of industrial disputes

arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

DEFINITIONS

SEC. 2. When used in this Act—

* * * * *

(2) The term "employer" includes any person acting in the interest of an employer, directly or indirectly, but shall not include the United States, or any State or political subdivision thereof, or any person subject to the Railway Labor Act, as amended from time to time, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(3) The term "employee" shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in con-

nection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, but shall not include any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse.

RIGHTS OF EMPLOYEES

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

* * * * *

(5) To refuse to bargain collectively with the representatives of his employees, subject to the provisions of Section 9 (a).

REPRESENTATIVES AND ELECTIONS

SEC. 9 * * *

(b) The Board shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof.

PREVENTION OF UNFAIR LABOR PRACTICES

SEC. 10. (a) The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in section 8) affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law, or otherwise.

* * * * *

(e) The Board shall have power to petition any circuit court of appeals of the United States * * * within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. * * * The findings of the Board as to the facts, if supported by evidence, shall be conclusive. * * * The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

APPENDIX B

Inclosure to ASF Circular No. 15, March 17, 1943

WAR DEPARTMENT,
THE ADJUTANT GENERAL'S OFFICE,
Washington, July 2, 1942.

AG 231.43 (7-2-42) MS-SPAAM-M.

Subject: Military Organization of Plant Guard Forces.

To: The Commanding General, Matériel Command, Army Air Forces;
The Provost Marshal General;
The Chiefs of Supply Services.

1. Guard forces at all War Department plants, posts and stations controlled or operated by the Supply Services or by the Army Air Forces, and at all plants assigned for protective survey and inspection to the Chiefs of Supply Services and to the Commanding General, Matériel Command, Army Air Forces, are to be organized, drilled and instructed as military units subject to the Articles of War. (Art. 2 (d).)

2. These guard forces will be organized as a civilian auxiliary to the Military Police in all ammunition plants and plants where the possibility of sabotage is greatest, giving first priority to those plants which are most vulnerable from the standpoint of sabotage activities. The organization of these civilian guard forces will be extended as rapidly as conditions permit to civilian plants having important government contracts. Priorities will be established in collaboration with The Provost Marshal General.

3. At the time any guard force is organized as a civilian auxiliary to the Military Police, the commanding officer having jurisdiction over the guard force will:

a. Cause the Articles of War prescribed by Article 110 thereof to be read and explained to each member of the guard force;

b. Issue orders and regulations setting forth the duties and responsibilities of the guard force;

c. Organize each guard force with a member of the Army of the United States in command and cause each force to be drilled and instructed with a view to supplementing the Army in resisting attack on war material, war premises, and war utilities which the force is assigned to guard.

d. Require each member of the guard force to give a pledge of loyalty to the United States, and to execute an agreement acknowledging that such Articles of War are understood by him and that he is subject to military law as long as he remains a member of the guard force. (A draft of a form of such agreement is attached.)

By order of the Secretary of War:

(S) J. A. ULIO,
J. A. Ulio,
Major General,
The Adjutant General.

1 Inclosure.
Draft of Agreement.
Copies furnished:
The Under Secretary of War:
The Commanding Generals, Army Air Forces; Services of Supply;

The Inspector General;
The Judge Advocate General;
The Chief of Administrative Services;
Staff Divisions of the Services of Supply;
Divisions of the War Department General staff.

Agreement between the United States of America and _____
(Plant Guard)

In order that the existing military forces of the United States may be most effectively employed in combat activity against the enemies of the United States, the United States is approving the employment of certain guards as a civilian auxiliary to the military police for the purpose of guarding and protecting war material, war premises, and war utilities from injury or destruction by the enemy or otherwise, including the making of arrests, as peace officers, for violations of federal laws, as well as for violations of of orders and regulations issued by military authority. The United States requires that only persons physically fit, well trained in the use of arms, and in the duties incident to their position, and of unquestionable loyalty to the United States be so employed.

Now, therefore, I, _____, who have been or am about to be employed by _____ as a guard at _____ for the purpose guarding certain war material, war premises, and war utilities, in consideration of my employment or the continuation of my employment, do agree with the United States of America that:

(1) I will support and defend the Constitution of the United States against all enemies, foreign and domestic;

(2) I will bear true faith and allegiance to the Constitution of the United States;

(3) I will well and faithfully discharge my duty as a civilian auxiliary to the military police to protect war material, war premises, and war utilities against all enemies, foreign and domestic, and will obey any orders issued in connection therewith by the President, as Commander-in-Chief of the Army and Navy of the United States, and by his duly authorized officers.

(4) I acknowledge that the appropriate Articles of War have been read and explained to me, and that in the performance of my duty to protect such war material, war premises, and war utilities, I am subject to military law during the period of my employment.

(Signature of Plant Guard)

Inclosure to letter, July 2, 1942, AG 231.43 (7-2-42) MS-SPAAM-M.

APPENDIX C

BOARD DECISIONS IN WHICH MILITARIZED PLANT PROTECTION EMPLOYEES HAVE BEEN ACCORDED COLLECTIVE BARGAINING RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

Matter of Chrysler Corporation	44 N. L. R. B. 881
Matter of The Maytag Company	44 N. L. R. B. 1265
Matter of McCormick Works	44 N. L. R. B. 1332
Matter of Campbell Soup Company	45 N. L. R. B. 6
Matter of Johns-Manville Products Company	45 N. L. R. B. 33
Matter of The Sherwin-Williams Defense Corporation.	45 N. L. R. B. 46
Matter of Bethlehem Steel Company	45 N. L. R. B. 92
Matter of Royal Typewriter Company, Inc	45 N. L. R. B. 291
Matter of The United States Cartridge Company.	45 N. L. R. B. 350
Matter of Otis Elevator Company	45 N. L. R. B. 491
Matter of Curtiss-Wright Corporation	45 N. L. R. B. 592
Matter of Westinghouse Electric & Mfg Co	45 N. L. R. B. 776
Matter of Curtiss-Wright Corporation	45 N. L. R. B. 1268
Matter of Todd-Bath Iron Shipbuilding Corp.	45 N. L. R. B. 1367
Matter of Bethlehem Steel Company	46 N. L. R. B. 794
Matter of Combustion Engineering Company, Inc.	46 N. L. R. B. 937
Matter of Julius Petersen	46 N. L. R. B. 1049
Matter of Puget Sound Bridge and Dredging Company.	46 N. L. R. B. 1071
Matter of Cramp Shipbuilding Company	46 N. L. R. B. 1186
Matter of Westclox Division, General Time Instruments Corp.	47 N. L. R. B. 418
Matter of Pressed Steel Car Company, Inc	47 N. L. R. B. 425
Matter of W. Sherman Burns	47 N. L. R. B. 610
Matter of Republic Aircraft Products Division.	47 N. L. R. B. 892
Matter of Packard Motor Car Company	47 N. L. R. B. 932
Matter of Ford Motor Company	47 N. L. R. B. 939
Matter of Ford Motor Company, Highland Park Plant	47 N.L.R.B. 946
Matter of Lord Mfg. Company	47 N.L.R.B. 1032
Matter of Bethlehem Steel Corporation and Bethlehem Steel Company	47 N.L.R.B. 1330
Matter of J. A. Zurn Manufacturing Co., West 16th St. Div	48 N.L.R.B. 100

Matter of International Harvester Company	48 N.L.R.B. 273
Matter of Hurley Machine Division of Electric Household Utilities Corporation	48 N.L.R.B. 295
Matter of Metalloy Corporation	48 N.L.R.B. 406
Matter of Ford Motor Company, Willow Run Bomber Plant	48 N.L.R.B. 413
Matter of California Packing Corporation	48 N.L.R.B. 693
Matter of Donner-Hanna Coke Corporation	49 N.L.R.B. 1
Matter of Briggs Manufacturing Co	49 N.L.R.B. 57
Matter of Textileather Corporation	49 N.L.R.B. 199
Matter of The William J. Burns International Detective Agency	49 N.L.R.B. 385
Matter of Ford Motor Company	49 N.L.R.B. 492
Matter of Miami Shipbuilding Corporation	49 N.L.R.B. 803
Matter of Briggs Indiana Corporation	49 N.L.R.B. 920
Matter of The Murray Corporation of America	49 N.L.R.B. 925
Matter of Dures Plastics & Chemicals, Inc	49 N.L.R.B. 1061
Matter of E. I. Du Pont de Nemours and Company	49 N.L.R.B. 1125
Matter of General Cable Corporation	49 N.L.R.B. 1212
Matter of Graver Tank and Mfg. Corp	49 N.L.R.B. 1217
Matter of Lenox Furnace Company	50 N.L.R.B. 80
Matter of Intercontinental Aircraft Corporation.	50 N.L.R.B. 99
Matter of Bethlehem Steel Company	50 N.L.R.B. 172
Matter of Aluminum Company of America	50 N.L.R.B. 233
Matter of Maryland Drydock Company	50 N.L.R.B. 363
Matter of Chicago District Electric Generating Corp.	50 N.L.R.B. 376
Matter of Aluminum Company of America	50 N.L.R.B. 380
Matter of Allen B. Du Mont Laboratories, Inc.	50 N.L.R.B. 435
Matter of Electric Boat Company	50 N.L.R.B. 438
Matter of Firestone Tire and Rubber Company of Calif.	50 N.L.R.B. 679
Matter of Allied Chemical & Dye Corporation.	50 N.L.R.B. 709
Matter of Bethlehem Steel Company	50 N.L.R.B. 713
Matter of Aluminum Corporation of America	50 N.L.R.B. 963
Matter of Arvey Corporation	50 N.L.R.B. 999
Matter of Taylor Forge & Pipe Works	51 N.L.R.B. 48
Matter of Wenatchee Alloys, Inc	51 N.L.R.B. 229
Matter of Consolidated Steel Corporation, Ltd.	51 N.L.R.B. 333
Matter of Howard Aircraft Corporation	51 N.L.R.B. 386
Matter of Youngstown Sheet and Tube Company.	51 N.L.R.B. 1261

Matter of Dravo Corporation..... 52 N.L.R.B. 322
Matter of Todd Shipyards Corporation..... 52 N.L.R.B. 356
Matter of General Cable Corporation..... 52 N.L.R.B. 363
Matter of Hudson Motor Car Company..... 52 N.L.R.B. 399
Matter of American Steel Foundries..... 52 N.L.R.B. 432
Matter of Caterpillar Tractor Co..... 52 N.L.R.B. 437
Matter of the Standard Oil Company..... 52 N.L.R.B. 559
Matter of American Bantam Car Company.. 52 N.L.R.B. 574
Matter of Atmospheric Nitrogen Corporation. 52 N.L.R.B. 618
Matter of Budd Wheel Company..... 52 N.L.R.B. 666
Matter of Indiana and Michigan Electric Company. 52 N.L.R.B. 679
Matter of Foote Brothers Gear and Machine Corporation. 52 N.L.R.B. 861
Matter of Jones & Laughlin Steel Corporation. 52 N.L.R.B. 975
Matter of Anaconda Wire and Cable Company. 52 N.L.R.B. 1028
Matter of Bundy Tubing Company..... 52 N. L. R. B. 1233
Matter of Bethlehem Steel Company..... 52 N. L. R. B. 1265
Matter of The Holtzer-Cabot Electric Co.... 52 N. L. R. B. 1409
Matter of Carnegie-Illinois Steel Corporation. 53 N. L. R. B. 65
Matter of Bohn Aluminum and Brass Corporation. 53 N. L. R. B. 231
Matter of Fairchild Engine and Airplane Corporation. 53 N. L. R. B. 395
Matter of Aluminum Company of America... 53 N. L. R. B. 482
Matter of Nebraska Defense Corporation.... 53 N. L. R. B. 795
Matter of Kellett Aircraft Corporation..... 53 N. L. R. B. 938
Matter of Andover Motors Corporation..... 53 N. L. R. B. 1061
Matter of United States Rubber Company... 53 N. L. R. B. 1067
Matter of Pittsburgh Plate Glass Company.. 53 N. L. R. B. 1181
Matter of The Missouri Valley Bridge and Iron Company. 53 N. L. R. B. 1207
Matter of Fansteel Metallurgical Corporation. 54 N. L. R. B. 438
Matter of Goodyear Aircraft Corporation.... 54 N. L. R. B. 844
Matter of Extruded Metals Defense Corporation. 54 N. L. R. B. 939
Matter of Farrel Birmingham Company, Inc.. 54 N. L. R. B. 943
Matter of United States Aluminum Company. 54 N. L. R. B. 1067
Matter of Bell Aircraft Corporation..... 54 N. L. R. B. 1095
Matter of Bell Aircraft Corporation..... 54 N. L. R. B. 1095
Matter of Allis-Chalmers Manufacturing Company. 54 N. L. R. B. 1129

Matter of American Smelting & Refining Company. 54 N. L. R. B. 1358
Matter of Pacific Pump Works 54 N. L. R. B. 1458
Matter of American Finishing Company 54 N. L. R. B. 1567
Matter of Bell Aircraft Corporation 54 N. L. R. B. 1578
Matter of Sprague Specialties Company 55 N. L. R. B. 47
Matter of Phillips Petroleum Company 55 N. L. R. B. 192
Matter of Commonwealth Edison Company 55 N. L. R. B. 465
Matter of American Steel Foundries 55 N. L. R. B. 960
Matter of North American Aviation, Inc 55 N. L. R. B. 1018
Matter of Ryan Aeronautical Co 55 N. L. R. B. 1111
Matter of The Murray Corporation of America 55 N. L. R. B. 1434
Matter of Great Lakes Steel Corporation 56 N. L. R. B. 242
Matter of New Jersey Shipbuilding Corporation 56 N. L. R. B. 309
Matter of The Spang Chalfant Division of The National Supply 56 N. L. R. B. 639
Matter of The New York Quinine and Chemical Works, Inc 56 N. L. R. B. 792
Matter of The National Supply Company 56 N. L. R. B. 816
Matter of Wilson and Company, Inc 56 N. L. R. B. 1229
Matter of Monsanto Chemical Company 56 N. L. R. B. 1411
Matter of Columbian Rope Company 56 N. L. R. B. 1566
Matter of Standard Oil Company of N. J 56 N. L. R. B. 1590
Matter of Swift and Company 56 N. L. R. B. 1731
Matter of Standard Oil Co., of N. J 57 N. L. R. B. 651
Matter of Duquesne Light Company 57 N. L. R. B. 770
Matter of Aluminum Co. of America 57 N. L. R. B. 1216
Matter of National Foundry and Machine Company 57 N. L. R. B. 1535
Matter of Goodyear Aircraft Corporation 57 N. L. R. B. 1721
Matter of Southport Petroleum Company of Delaware 58 N. L. R. B. No. 9
Matter of Swift and Company 58 N. L. R. B. No. 22
Matter of Radio Corporation of America 58 N. L. R. B. No. 55
Matter of Crucible Steel Company of America 58 N. L. R. B. No. 195
Matter of Pacific Tube Company 58 N. L. R. B. No. 203
Matter of National Carbide Corporation 58 N. L. R. B. No. 261
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